



TERMS AND CONDITIONS FOR TRADERS, STALL HOLDERS, EXHIBITORS AND FOOD AND DRINK VENDORS

The generality of the terms and conditions set out below are intended to assist all parties involved in maintaining a safe and healthy operation whilst at Taunton Pride. These Terms and Conditions replace any previously provided relating to Taunton Pride.

1.0 DEFINITIONS

Event means the Taunton Pride event on September 21st 2024 in Vivary Park in Taunton

Company and **Taunton Pride** means any member of Taunton Pride team including the Directors of Taunton Pride CIC, the project management team, stewards and volunteers.

Taunton Pride Health and Safety Manager means an appointee by the Company to carry out certain duties relating to safety matters relevant to Taunton Pride.

Exhibit means any trade and craft stands; food and drink stands; competitions; displays; demonstrations; and rides.

Stand means the part of the Taunton Pride site used by a Trader or Exhibitor.

Trader and Exhibitor means any person involved with Exhibits or catering; this is not meant to include customers.

Fees means monies paid by the Exhibitor to the Company.

Customer means any members of the public attending the Taunton Pride that is not an Exhibitor or a member of the Company.

Notes means any information provided by the Company for the purpose of guidance only; such Notes, if provided, should not be deemed exhaustive in content.

2.0 CANCELLATION AND DAMAGES

- Traders and Exhibitors have no claim for damages of any kind, against the Company in respect of any loss or damage, or for the refund of Fees paid to the Company, as a consequence of the prevention, postponement or abandonment of the Taunton Pride for any reason.
- The Company reserves the right to reallocate stalls or refuse bookings without giving reasons.

2.1 CANCELLATION BEYOND THE ORGANISERS CONTROL

- If the event has to be cancelled due to an act of god, severe weather, pandemic outbreak or natural disaster the organisers hold the right to not issue any financial refunds for bookings. Any bookings already paid for will be offered a full credit for a subsequent event on a new date chosen by the organisers.

2.2 STALLHOLDER CANCELLATIONS

- No refunds will be given if the stallholder cancels within 30 days of the event date. If the stallholder cancels within 45 days of the event a 25% refund will be issued, and if cancelled within 60 days of the event a 50% refund or a 100% booking credit will be carried over for future events

3.0 SAFETY & INSURANCE

- Produce must be stored and served in compliance with Food Safety Regulations. For more info visit: <http://www.food.gov.uk/multimedia/pdfs/hvqieneguidebooklet0709.pdf>
- Traders and Exhibitors must ensure that all electrical equipment complies with current regulations and that all equipment over one year old has an up to date and legible PAT sticker. See HSE guidelines for more details. <http://www.hse.gov.uk/guidance/index.html>. Any equipment not meeting these criteria will not be connected to the Taunton Pride electrical supply.
- Traders and Exhibitors must comply with legislation relating to Health, Safety, Hygiene and Noise at Work.
- Written Food Safety Management Procedures are required by law, and must be available for inspection by Taunton Pride and licensing authority staff. All food Traders and Exhibitors must be registered with a local authority.
- Traders and Exhibitors are responsible for arranging their own Public Liability Insurance, Employers' Liability Insurance & Cancellation Insurance to cover their costs associated with attending the Event.
- Traders and Exhibitors are responsible for obtaining insurance against fire, theft and third party damages of their property, Exhibit, goods and personal effects. Product, employers and public liability Insurance must be on display in stalls at all times. Likewise Traders and Exhibitors are responsible for ensuring contractors delivering to, or working on their stall, are suitably insured. Traders and Exhibitors must be compliant with all appropriate legislation, including but not limited to the appropriate Health and Safety legislation.
- It is not the responsibility of the Company to ensure that the Exhibitor has a sufficient understanding of any liabilities upon the Exhibitor in relation to any applicable legislation; and any and all effort in this respect rests with the Exhibitor. All Traders and Exhibitors must adhere to the requirements of the smoke free legislation. The Company is not responsible for the loss or damage, by whatever means, of the Exhibitor's property, Exhibit, goods or personal effects.
- Traders and Exhibitors are responsible for the safety of their Exhibits and any and all machinery capable of causing injury; which must be properly safeguarded in accordance with the appropriate Health and Safety at Work Legislation.
- Traders and Exhibitors are responsible for any and all damage or injury to persons or property occasioned by any of the Exhibits, or any act or omission by the Trader or Exhibitor or their servants, agents or contractors. Traders and Exhibitors shall indemnify and hold harmless the Company in respect of all liabilities, proceedings, damages, cost demands and expenses brought or made against or incurred by the Company, in relation to or arising from any acts or omissions of the Trader or Exhibitor.

- Traders and Exhibitors must comply with any guidance provided by the Company with regard to safety and must follow the instructions given by any and all Company representatives in this respect.
- Traders and Exhibitors must provide a valid mobile number on their booking form; the mobile phone number will be used for, including but not limited to, emergencies, cancellation or abandonment of the Event. This information will be used with due care to confidentiality. Should a valid mobile phone number not be provided, then the Company will not accept any adverse consequences that might result e.g. inability to provide timely notification of any major changes to the Taunton Pride timetable, including cancellation which in turn results in additional costs to the Exhibitor.

3.1 SAFETY & RISK ASSESSMENTS

- The Company will appoint a Taunton Pride Health and Safety Manager who will be responsible for monitoring all aspects of safety with regard to the Event. The Taunton Pride Health and Safety Manager will carry out a local risk assessment on the day of the Event and Traders and Exhibitors must afford whatever access to exhibits as is reasonably requested to carry out the assessment. The Taunton Pride Health and Safety Manager will give advice on safety measures to Traders and Exhibitors and will check that environmental health and safety regulations are observed. They will be responsible for organising the evacuation of relevant areas should a dangerous situation arise. In the event of an evacuation being ordered by the Taunton Pride Health and Safety Manager all personnel should follow the instruction of the Company representatives which will be by word of mouth, loudspeaker or loud hailer or any other means deemed necessary by the Company.
- Traders and Exhibitors must ensure that they conduct a suitable assessment of risk of injury resulting from their proposed operation, and/or Exhibit at Taunton Pride in order to comply with Health and Safety regulations.
- All Traders and Exhibitors and contractors are responsible for their own risk assessment, however the Company will require completion of a simple form by Traders and Exhibitors to be returned; this form will list the known hazards of each operation; list who is likely to be harmed; and, list the measures that are necessary to remove or reduce the risks identified.
- Traders and Exhibitors must ensure that the measures indicated by their risk assessment are taken to remove or reduce the risks identified.

4.0 ACCIDENTS/FIRST AID

- Traders and Exhibitors must maintain some basic first aid provision and ensure that they record and report all accidents occurring as a result of their operations.
- Traders and Exhibitors must ensure that all accident reports should be forwarded to the Environmental Health Department of Somerset Council.
- An approved medical provider will be in attendance at the Event.

5.0 ELECTRICITY

- Electricity for Traders and Exhibitors may be provided on request and maybe subject to a cost. Generators are not permitted on site. Traders and Exhibitors who pull more power than ordered and cause the circuit to go down will be disconnected and their stall closed down. All electrical equipment on site must have been tested and have a current PAT certificate.
 - Traders and Exhibitors must ensure that all electrical equipment complies with current regulations and that all equipment over one year old has an up to date and legible PAT sticker.
 - See Health and Safety guidelines for more details.
<http://www.hse.gov.uk/electricity/faq-portable-appliance-testing.htm>
- Equipment not meeting these criteria will not be connected to the Taunton Pride electrical supply. Traders and Exhibitors must ensure that installations must be safely disconnected and removed from the site after the Event.

6.0 LIQUID PETROLEUM GAS (LPG)

- Traders and Exhibitors who use LPG must comply with all relevant legislation and guidance notes in respect of storage and use of any containers they bring into the Event
- Traders and Exhibitors must ensure that all gas appliances have been recently tested and examined by a competent person prior to use at the Event. Equipment must be labelled giving the date of the test and the name of the person carrying out the test.
- Bottled Gas. All gas equipment in catering units must have current safety certification. Safety precautions regarding storage of bottled gas must be followed.
- Traders and Exhibitors must ensure that no heating or cooking appliance is installed inside an Exhibit e.g. tent or stand, which is not specifically laid out for the purpose.

7.0 MACHINERY

- Only trained adults may operate machinery
- Traders and Exhibitors must note that passengers must not be carried on any vehicle and/or machinery that is not specifically designed for the purpose.
- Traders and Exhibitors must note that plant and machinery may only be operated and/or demonstrated after ensuring adequate precautions are taken to protect the operator, bystanders and Customers.
- Traders and Exhibitors must note that for static Exhibits, in particular those dependent upon oil pressure in a ram, they must be physically propped to prevent collapse.
- Traders and Exhibitors must ensure that an assessment is taken of the hazards that may be created during adverse weather conditions or the Exhibits being knocked over and/or damaged and appropriate precautions implemented.

8.0 FIRE PRECAUTIONS

- Traders and Exhibitors must ensure that smoking and naked flames inside Exhibits, e.g. marquees, is not permitted.
- Traders and Exhibitors must ensure that no heating or cooking appliance is installed inside an Exhibit e.g. tent or stand, which is not specifically laid out for the purpose.
- Traders and Exhibitors wishing to use heating or cooking appliances for serving refreshments or for other purposes must ensure that appliances are installed outside the Exhibit e.g. tent or stand at a safe distance from combustible material; heating appliances must be fixed securely on a firm, non-combustible, heat-insulated base and surrounded on three sides by shields of similar material. Appliances should be at least one metre from combustible fabrics or other

materials and appropriate actions must be taken to ensure that no combustible material can be blown against the heater.

- Traders and Exhibitors must ensure that suitable and appropriate fire fighting equipment such as portable fire extinguishers should be provided where necessary and in accordance with any appropriate statutory legislation.
- Traders and Exhibitors are strongly advised to insure against fire, not only as regards their own property but also against third party claims.

9.0 TRADER AND VISITOR SAFETY INFORMATION

- Traders and Exhibitors must ensure that appropriate safety information is provided where necessary, relating to plant and equipment and that such information is clearly displayed e.g. for the benefit of staff and customers.

11.0 PITCH/STAND HOUSEKEEPING

- Traders and Exhibitors are responsible for keeping the area in front of their stalls as well as the back of their allocated space tidy and free of rubbish. All rubbish must be put into the appropriate skips or containers. Traders and Exhibitors must leave their site as they found it. Hired refrigerators must be emptied out before the trader leaves the site. Traders and Exhibitors leaving any rubbish, refrigerators, furniture, equipment or structures will be charged for the cost of clearing their site and disposing of the rubbish - and may not be invited to trade at future Events.
- Traders and Exhibitors must ensure that goods and materials are safely stored and stacked so they do not pose a hazard to the Company, staff or Customers.
- Traders and Exhibitors must ensure that walkways and exits are clear of obstruction at all times.
- Traders and Exhibitors must ensure that the Company, Customers, and children in particular, do not obtain access to the operating plant of Exhibits (stands) e.g. generators, water boilers.

12.0 ADDITIONAL FOOD AND LIQUID GUIDANCE

12.1 WATER

- Traders and Exhibitors who require water should bring their own containers and stock.
- Waste water must be put in the containers provided and not poured on the ground or into manholes. The Environment Agency and Environmental Health Officers will check to see how Traders and Exhibitors dispose of waste water/liquid. Traders and Exhibitors must use the waste water containers provided and inform Taunton Pride management team if they need to be emptied. Thermos flasks are recommended for storing hot water on your stall for hand washing.

12.2 FLUIDS UNDER PRESSURE

- Traders and Exhibitors must ensure safe operation, use and maintenance of compressed air equipment.
- Traders and Exhibitors must ensure that compressed gases are stored and labelled correctly.

13.0 SITE ACCESS

- Traders and Exhibitors can access the site from 9am-6pm on on Friday September 20th 2024 and from 7am-10am on the day of the Event.
- Traders and Exhibitors must be ready to trade by 11am on the day of the Event.
- Traders and Exhibitors must ensure that they have suitable staff to man their stall for the duration of the opening hours of the Event.
- Traders and Exhibitors are held responsible for any persons delivering to or servicing their stall.
- No vehicles of any type will be allowed to remain on site during the event unless the vehicle has been booked into the event through the correct categorisation of the initial booking. Any vehicles still on site after 11am may be subject to being removed from the event at the organisers discretion which will incur a £250.00 removal charge. The vehicle will then be taken to a secure compound where the fee will need to be paid before the vehicle is released.

14.0 VEHICLE MOVEMENTS

- Vehicle movements must be kept to a minimum - even with vehicles that have delivery passes. There is a 5- mph speed limit on site at all times. Vehicles will only be permitted on site for build at the highlighted times in section 13.0
- Vehicle movements will only be permitted on site at the end of the Event once all public attendees have left and the Event Director and Traffic Manager have given clearance. Any attempt at movement before this will be stopped by the on-site security team, and may also result in a fine of £50 being issued, along with an immediate ban on application for the following year's event.
- All vehicles are brought on site at their owners' risk, and must be suitably insured. Taunton Pride cannot accept any responsibility for any loss or damage that may occur.

15.0 ON SITE DELIVERIES

- Traders and Exhibitors are able to arrange on site deliveries if required, but are responsible for arranging that delivery vehicles have all necessary paperwork and passes prior to arriving at the correct entry point, which is located at the top of Mount Street.
- Marshalls will operate during build up and breakdown. Vehicles must report to the marshalling team and may only proceed to site when instructed to do so by Taunton Pride staff. Traders and Exhibitors are also responsible for ensuring that delivery firms understand they come on site at their own risk and that TauntonPride will not accept responsibility for any claims from delivery drivers/firms.
- Traders and Exhibitors are responsible for ensuring that they and their staff adhere to the published pass system. Taunton Pride cannot accept any responsibility if Traders and Exhibitors do not adhere to the system, or lose passes. Trading staff without passes will not be admitted to the Event.
- If deliveries are required on site during the event, Traders and Exhibitors must inform drivers that they are to report to the Site Production Office. The team will then call the Trader or Exhibitor to inform them their delivery has arrive. For ease please store the production office number. This will be 01823 286688

15.0 OVERALL TAUNTON PRIDE REGULATIONS

- All traders are encouraged to sell Fairtrade products.
- Food Traders and Exhibitors are encouraged to use compostable, biodegradable disposables including wooden cutlery.
- Lasers, fireworks and weapons or potential weapons are not permitted on site for safety reasons.
- Glass may not be used for dispensing of food or drink. Retail glass bottles and jars may be sold but must be for consumption off site.

- Outside of the Taunton Pride Bar(s) the only alcohol permitted for sale on site is that authorised by the Taunton Pride management. If additional sales are located the Trader or Exhibitor will be asked to cease trade of that product, or suspend trading entirely.
- The sub-letting of all or part of a stall by an Exhibitor is forbidden unless authorised by Taunton Pride in writing prior to the market.
- Traders and Exhibitors must cooperate fully with Taunton Pride Security in any search of vehicles or stalls.
- Taunton Pride will not be responsible in any way for the loss or damage to Exhibitors' property whilst it is on site.
- No animals will be allowed on site without written permission of Taunton Pride.
- Traders and Exhibitors are not allowed to bring straw on site. In exceptional weather conditions, Taunton Pride may bring straw on site for use in walkways and unsafe public areas. Under no circumstances can Traders and Exhibitors have straw inside their stalls - irrespective of the weather.
- Barbecues and contained fires may only be used if sited safely, but must be preapproved for Health & Safety reasons and managed carefully. Barbecues will not be allowed inside producer marquees. Fire extinguishers must be provided by the Exhibitor.
- Approved sound systems in stalls Traders and Exhibitors must modify sound levels when asked by Site Management, Security, or Environmental Health Officers. Failure to respond will result in eviction from the site. Sound systems that have not been approved in writing prior to the Taunton Pride will be confiscated.
- Official organisations. Traders and Exhibitors are required to co-operate fully with Site Management, Security, Emergency Services, Police and all official organisations on site - such as Environmental Health Officers, Fire Officers, Customs and Excise staff, the Environment Agency, Trading Standards Officers and Inland Revenue staff.
- No rebates will be given to Traders and Exhibitors as a result of adverse weather conditions, nor as a result of changes in Taunton Pride timings or programme of events. Taunton Pride will not accept responsibility for the level of trading during the event. Traders and Exhibitors are required to comply with the terms of the site licence. A copy of the Taunton Pride licence will be held at the Onsite Office. If a trader is closed down and / or evicted from site for contravening the licence, any of these terms and conditions or prescribed environmental health standards, they shall not be entitled to any rebate or refunds.

This completes the current edition of The Taunton Pride CIC Terms and Conditions.
 For further information and assistance please contact the Production Office directly
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 T: 01823 286688 (Option2)